

**STATE OF ILLINOIS  
ILLINOIS GAMING BOARD**

**IN RE THE DISCIPLINARY ACTION OF:**

**Bella Banquets, Inc. d/b/a  
Via Bella Restaurant**

**Licensed Establishment  
License. No. 160700756**

**DC-V-23-162**

**AMENDED COMPLAINT FOR PROPOSED DISCIPLINARY ACTION  
AND NOTICE OF SUMMARY SUSPENSION**

The Illinois Gaming Board, for its Complaint against Bella Banquets, Inc. d/b/a Via Bella Restaurant states as follows:

**NATURE OF ACTION**

1. The Illinois Gaming Board (the “Board” or “IGB”) brings this action against licensed video gaming Establishment Bella Banquets, Inc. d/b/a Via Bella Restaurant (“Via Bella”) for failing to maintain its liquor license in violation of the Video Gaming Act (“the “VGA”) and the Board’s Adopted Rules for Video Gaming (the “Rules”) and in contravention of a settlement agreement Via Bella entered with the Board as a condition of its 2021 license renewal.

2. Via Bella’s conduct violates provisions of the VGA and the Rules prohibiting Board licensees from engaging in any conduct that would discredit, or tend to discredit, or reflect adversely on the integrity of the Illinois gaming industry, including but not limited to failing to comply with State law.

3. The Board brings this action pursuant to Sections 55, 78(a)(2), 78(a)(3) and 80 of the VGA; Sections 5(b)(2), 5(b)(13), 5(c)(5), 9 and 17 of the Illinois Gambling Act; and Sections 1800.310 of the Rules. 230 ILCS 40/55; 230 ILCS 40/78; 230 ILCS 40/80; 230 ILCS 10/5; 230 ILCS 10/9; 230 ILCS 10/17; 11 Ill. Adm. Code 1800.310; 11 Ill. Adm. Code 1800.420.

4. Through this action, the Board seeks to revoke Via Bella's Establishment license.

5. Additionally, per Section 17 of the Illinois Gambling Act, Via Bella's Establishment license is summarily suspended pending a final Board order in this matter.

### **PARTIES AND RELEVANT ENTITIES**

6. The Board is the Illinois regulatory agency charged with the responsibility of administering, regulating, and enforcing the system of video gaming in Illinois. The Board's jurisdiction extends to every person, association, corporation, partnership, and trust involved in Illinois video gaming operations.

7. Via Bella is a licensed Establishment (License No. 160700756) and was first licensed by the Board on April 7, 2017. As a licensee, Via Bella, its employees, and its agents are required to comply with the VGA and the Rules at all times.

### **RELEVANT FACTUAL BACKGROUND**

8. On April 21, 2021, the Board voted to deny renewal of Via Bella's Establishment license because Via Bella failed to timely renew liquor licenses for three consecutive years between 2018 and 2020.

9. On April 27, 2021, the Board served the Notice of Non-Renewal on Via Bella. The Notice explained the basis for the Board's determination not to renew Via Bella's license.

10. On May 7, 2021, Via Bella requested a hearing to challenge the Board's Notice of Non-Renewal.

11. In its May 7, 2021 Hearing Request, Via Bella explained that it was not allowed to renew its liquor licenses because it owed unpaid obligations.

12. Via Bella further represented to the Board that it had retained independent tax advisors to help ensure that Via Bella would remain current in its obligations and avoid another lapse of its liquor license.

13. On July 12, 2021, the Board and Via Bella entered into a settlement agreement to resolve the Board's license non-renewal and Via Bella's Hearing Request.

14. In the July 12, 2021 Settlement Agreement, Via Bella agreed to Board renewal of its video gaming Establishment license on the condition that the license could be revoked if Via Bella allowed another lapse of its liquor license.

15. Specifically, the Settlement Agreement provides that "[I]n the event Via Bella has a lapse of any of its liquor licenses within three (3) calendar years following the execution of [the Settlement Agreement], Via Bella agrees that any such lapse will be grounds for revocation of its Video Gaming Establishment License (License No, 160700756)."

16. A valid State liquor license is a precondition to hold an Establishment license and to offer video gaming terminals ("VGTs") for patron play.

17. On January 31, 2022, Via Bella's State liquor license expired.

18. Via Bella did not renew its State liquor license until February 17, 2022.

19. Via Bella offered VGTs for patron play without a valid State liquor license from January 31, 2022 until February 3, 2022 in violation of its duties as a Board licensee and in contravention of the July 12, 2021 Settlement Agreement.

20. Although Via Bella consented in the July 12, 2021 Settlement Agreement to revocation of its video gaming license for any liquor license lapse, the IGB exercised its discretion due to the COVID-19 pandemic, among other factors, and fined Via Bella instead of seeking to revoke its gaming license. On December 22, 2022, the IGB issued DC-V-22-109

fining Via Bella in the amount of \$500 fine for operating its VGTs without a valid State liquor license.

21. Via Bella paid its \$500 fine on January 24, 2023.

22. On January 31, 2023, Via Bella again allowed its State liquor license to lapse in violation of its duties as a Board Licensee and in contravention of the July 12, 2021 Settlement Agreement.

23. Despite not having a valid State liquor license, Via Bella offered VGTs for patron play until February 2, 2023. Via Bella failed to renew its State liquor license until February 16, 2023.

#### **COUNT I**

#### **Operating Without a Valid Liquor License in Violation of 230 ILCS 40/55**

24. The Board re-alleges and incorporates Paragraphs 1 through 23 above as if fully alleged herein.

25. Section 55 of the VGA requires Establishment licensees to maintain a valid State liquor license at all times.

26. Rule 310 subjects a licensee to discipline for failing comply with any law.

27. By engaging in the conduct described above, Via Bella is subject to discipline pursuant to 11 Ill. Adm. Code 1800.310(a)(1).

28. Per the terms of the July 12, 2021 Settlement Agreement, Via Bella agreed that revocation of its video gaming Establishment license is the appropriate discipline should it fail to maintain its liquor license.

**WHEREFORE**, based on the foregoing, Bella Banquets, Inc. d/b/a Via Bella Restaurant) should be revoked. Additionally, per Section 17 of the IGA, Via Bella's Establishment license is summarily suspended pending a final Board order.

Dated: May 17, 2023

Respectfully submitted,



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Marcus Fruchter  
Administrator  
Illinois Gaming Board

**NOTIFICATION OF PROPOSED DISCIPLINARY ACTION**

Pursuant to Rule 715 [11 Ill. Adm. Code 1800.715] the Administrator finds facts sufficient to authorize the issuance of a Disciplinary Complaint against Bella Banquets, Inc. d/b/a Via Bella Restaurant and to propose the following discipline:

Bella Banquets, Inc. d/b/a Via Bella Restaurant (License No. 160700756) should have their video gaming license revoked for violations of Section 55 of the Video Gaming Act, 230 ILCS 40/1 *et seq.*, and the Adopted Rules and for breach of the Settlement agreement, as set forth in Disciplinary Complaint No. DC-V-23-162 unless it files an answer to the Disciplinary Complaint within 21 days from the date of service of the complaint. Additionally, per Section 17 of the IGA, Via Bella's Establishment license is summarily suspended pending a final Board order.

If you choose to file an Answer, it will not be accepted unless it complies with every requirement listed in Section 720 of the Rules [11 Ill. Adm. Code 1800.720]. If you file an Answer that complies with all requirements under Rule 720, a hearing officer will be appointed to conduct a hearing. Failure to file an Answer within 21 days of receiving this Complaint will result in the proposed disciplinary action becoming effective and final. The Answer shall be submitted to:

IGB.LEGAL@illinois.gov

OR Illinois Gaming Board  
Attn: Legal Department  
160 N. LaSalle St., Suite 300  
Chicago, Illinois 60601

Dated: May 17, 2023



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Marcus Fruchter  
Administrator  
Illinois Gaming Board

**SETTLEMENT AGREEMENT BETWEEN  
ILLINOIS GAMING BOARD AND BELLA BANQUETS, INC.**

This Settlement Agreement (“Agreement”) is entered into by and between the Illinois Gaming Board (“IGB” or “Board”) and Bella Banquets, Inc., d/b/a Via Bella Restaurant (License No. 160700756) (“Via Bella”) with regard to the Board’s April 27, 2021 Notice of Non-Renewal of Via Bella’s Video Gaming Establishment License (the “Notice”).

**RECITALS**

**WHEREAS**, the Board is the Illinois regulatory body charged with the responsibility of administering, regulating, and enforcing the systems of gaming established by the Video Gaming Act (the “Act”). The Board’s jurisdiction extends to all video gaming operations in the State and all licensees as defined in the Act;

**WHEREAS**, Via Bella, as a holder of a license, is required to comply with the Act and the Adopted Rules of the Board regarding Video Gaming (the “Rules”); and at all times must conduct video gaming operations in a manner that does not discredit or tend to discredit the Illinois gaming industry or the State of Illinois;

**WHEREAS**, Via Bella’s principal place of business is at 5412 South La Grange Road, Suite A, Countryside, Illinois 60525;

**WHEREAS**, on April 27, 2021, the Board issued the Notice based on allegations that Via Bella had failed to timely renew its liquor license for three consecutive years between 2018 and 2020;

**WHEREAS**, on May 7, 2021, Via Bella timely filed a request for hearing to the Notice pursuant to 11 Ill. Admin. Code 1800.615;

**WHEREAS**, on June 22, 2021, the Administrator for the IGB granted the request for hearing pursuant to authority delegated to him by the Board and issued a letter granting the hearing request;

**WHEREAS**, Via Bella has provided to the Board documentation of administrative measures that it has undertaken to prevent untimely renewals of its liquor license in the future;

**NOW THEREFORE**, in consideration of the foregoing premises (which constitute an integral part of this Agreement) and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Via Bella hereby agree as follows:

**TERMS**

1. **Administrative and Investigative Costs**: Following execution of this Agreement, Via Bella agrees to pay the Board an amount equal to \$1,500.00 (the “Amount”) in reimbursement for the estimated reasonable administrative and investigatory costs relating to the investigation and discussion of the facts and matters giving rise to the Notice. The Amount shall

be paid in four equal installments of \$375.00 on August 1, 2021, September 1, 2021, October 1, 2021, and November 1, 2021.

2. **Rescission of Notice and Renewal of License:** At the July 14, 2021 Board meeting, the Board shall rescind the Notice and renew Via Bella's Video Gaming Establishment License (License No. 160700756), retroactive to the April 21, 2021 Board meeting to avoid any lapses of the license.

3. **No Disqualifying Event:** The Board and Board staff agree that they will not take any further action against Via Bella or its employees or agents with respect to the allegations contained in the Notice.

4. **Future Lapse of Liquor License:** In the event Via Bella has a lapse of any of its liquor licenses within three (3) calendar years following the execution of this Agreement, Via Bella agrees that any such lapse will be grounds for revocation of its Video Gaming Establishment License (License No. 160700756), but the Board agrees that Via Bella has the statutory and regulatory right to file a request for hearing with the IGB to contest whether a lapse of the liquor license factually occurred.

5. **Mutual Release:** Subject to the performance of the parties' respective obligations set forth in this Agreement and with respect to the subject matter detailed in the Notice, the parties and their respective predecessors, successors, assigns, parents, agents, and representatives, release the other party and all employees, agents, parent companies and representatives from and against all claims, demands, actions, damages, causes of action, costs, expenses, promises, finding, disputes at law or in equity, whether or not matured, disputed or undisputed, arising by statute or at common law.

6. **Good Standing:** Via Bella (License No. 160700756) continues as a licensee in good standing without restriction of any kind. This Agreement, however, does not restrict the IGB from bringing a disciplinary action in the future against Via Bella for violations of the Act or Rules separate and apart from the allegations of the Notice.

7. **General Provisions:**

a. **No Admission of Wrongdoing/Liability/Mistake:** With the exception of Via Bella's allowing its liquor license to lapse for three consecutive years between 2018 and 2020, neither the execution of this Agreement, nor the performance of its terms, will be interpreted or used by either party, nor is it intended to be interpreted or used by any third party, either as evidence of an admission of liability, wrongdoing or mistake by any party. It is expressly understood and agreed that the terms of this Agreement are contractual and that no consideration given by either party shall be construed as an admission of wrongdoing, liability, or mistake by either party, that all wrongdoing or liability being expressly denied by both parties.

b. **Entire Agreement:** This Agreement constitutes the complete agreement and understanding among the parties with respect to the subject matter identified in the Notice. The parties agree that there were no inducements or representations

leading to the execution of this Agreement except as expressly contained herein. No other promises or agreements, either express or implied, shall be binding unless executed in writing by the party to be bound thereto.

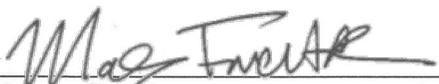
- c. **Informed Investigation and Consultation with Counsel:** The parties have made such investigation of the facts pertaining to this Agreement and have all available information with respect to the subject matter hereof, as each deems necessary to make a final and binding decision to execute and abide by this Agreement. The parties acknowledge that, before executing this Agreement, they were provided with a complete opportunity to review this Agreement with counsel of their own choosing, have negotiated the terms of this Agreement, which is the joint drafting product of both parties, have carefully read and understand this Agreement, and have signed this Agreement freely and voluntarily.
- d. **Rules of Construction:** This Agreement has been negotiated and drafted by the parties and their representatives. The parties represent and warrant that they have read and understand this Agreement and have consulted with their respective counsel concerning its legal effect. No rule of construction shall apply to this Agreement construing its provisions in favor of or against either party.
- e. **Full Authority:** Each person executing this Agreement, individually or in a representative capacity, represents that he or she (i) has read the document, (ii) has been fully advised by counsel of its own choosing, (iii) intends to be legally bound by this document, and (iv) if signing in a representative capacity, is duly authorized by the person or entity on whose behalf he or she is signing to execute this document and warrants that the person or entity on whose behalf this Agreement is signed intends to be legally bound by this document.
- f. **No Assignment:** The Parties represent and warrant that they have authority to enter into this Agreement and that they have not assigned, transferred, or conveyed at any time to any individual or entity, or attempted to assign, transfer, or convey to any individual or entity, any alleged right, claim, or cause of action against any of the persons and entities released in this Agreement.
- g. **Binding Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, predecessors, successors, and assigns.
- h. **Governing Law:** This Agreement shall be construed and governed by the laws of the State of Illinois without regard to Illinois choice of law principles. Any action arising from or relating to the enforcement, interpretation, or breach of this Agreement shall be brought before a court of competent jurisdiction sitting in Chicago, Illinois, and the parties consent to the exclusive jurisdiction of such court.
- i. **Execution:** This Agreement may be executed in counterparts and all such counterparts together shall constitute one agreement. Executed documents sent via

facsimile or email, with confirmation of receipt, are valid and binding and shall have the same force and effect.

- j. **Survivability and Severability:** If any provision of this Agreement shall be found by a court to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified as necessary to render it valid and enforceable, or shall be excised from the Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as modified, or as if such provision had not been originally incorporated herein, as the case may be.

**ILLINOIS GAMING BOARD**

**BELLA BANQUETS, INC., D/B/A VIA  
BELLA RESTAURANT**

By:   
Marcus Fruchter  
Administrator

By:   
Michelle Fulco  
Owner

Date: July 12, 2021

Date: 7/12/21

# Liquor License



February 17, 2022



Letter ID: L1777756168

BELLA BANQUETS INC  
VIA BELLA RESTAURANT  
5412 S LA GRANGE RD STE A  
COUNTRYSIDE IL 60525-2851

License No.: 1A-0108896  
Expiration Date: 01/31/23  
License Type: RETAILER  
Account ID: 39357988

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: L1777756168



## STATE OF ILLINOIS LIQUOR CONTROL COMMISSION Governor JB Pritzker

# 1A-0108896

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

BELLA BANQUETS INC  
VIA BELLA RESTAURANT  
5412 S LA GRANGE RD  
STE A  
COUNTRYSIDE IL 60525-2851

Cook

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

RETAILER  
ON-PREMISES

ISSUE DATE:

02/17/22

Effective:

02/17/22

THIS LICENSE EXPIRES ON:

01/31/23

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Sales Tax Acct # 39357988

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Warehouse: N/A

# Liquor License



February 16, 2023



Letter ID: L0276925000

BELLA BANQUETS INC  
VIA BELLA RESTAURANT  
5412 S LA GRANGE RD STE A  
COUNTRYSIDE IL 60525-2851

License No.: 1A-0108896  
Expiration Date: 01/31/24  
License Type: RETAILER  
Account ID: 39357988

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

		Letter ID: L0276925000	
		<b>STATE OF ILLINOIS</b> LIQUOR CONTROL COMMISSION Governor JB Pritzker	
<p>IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:</p> <p>BELLA BANQUETS INC VIA BELLA RESTAURANT 5412 S LA GRANGE RD STE A COUNTRYSIDE IL 60525-2851</p> <p style="text-align: right;">Cook</p>		<b>1A-0108896</b> License Number	
		RETAILER ON-PREMISES	
<p>THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES. Warehouse: N/A</p>		ISSUE DATE: 02/16/23	Effective: 02/16/23
		THIS LICENSE EXPIRES ON: <b>01/31/24</b>	
Sales Tax Acct # 39357988		THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL	

# DC-V-23-162 Bella Banquets

Final Audit Report

2023-05-17

Created:	2023-05-17
By:	Daniel Gerber (daniel.gerber@illinois.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdUbTieCMDwWkbyGT9SE37TppupsbvXqt

## "DC-V-23-162 Bella Banquets" History

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-  Document e-signed by Marcus Fruchter (marcus.fruchter@illinois.gov)  
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